

ORDINANCE No. 118982

COUNCIL BILL No. 112111

AN ORDINANCE authorizing the execution of the 1998 Agreement between the City of Seattle and the University of Washington concerning formulation of, review of, and approval processes for, the campus master plan, annual reports; land acquisition and leasing; City University Community Advisory Committee; traffic and transportation; special events, and dispute resolution;

*Law Department*

## The City of Seattle--Legislative

### REPORT OF COMMITTEE

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommend that the

*BECD to approve*

*4-27-98 Full Council Action: Pass*

### COMPTROLLER FILE No.

Introduced: <i>MAR 30 1998</i>	By: <i>DRAGO</i>
Referred: <i>MAR 30 1998</i>	To: <i>Business, Economic &amp; Community Development Committee</i>
Referred:	To:
Referred:	To:
Reported: <i>4-27-98</i>	Second Reading:
Third Reading: <i>4-27-98</i>	Signed: <i>4-27-98</i>
Presented to Mayor: <i>4-27-98</i>	Approved:
Returned to City Clerk:	Published: <i>Settle 1 pg</i>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

Committee Chair

**The City of Seattle--Legislative Department**

## REPORT OF COMMITTEE.

Date Reported  
and Adopted

**Your Committee on** \_\_\_\_\_

REC'd & approved 3-6

4-27-98 Full Council Action: Passed 9-0

SMEAD 45 Y SP 17703

ORDINANCE 118982


AN ORDINANCE authorizing the execution of the 1998 Agreement Between the City of Seattle and the University of Washington concerning formulation of, review of, and approval processes for, the campus master plan; annual reports; land acquisition and leasing; City-University-Community Advisory Committee; traffic and transportation; special events; and dispute resolution.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

**Section 1.** The Mayor is hereby authorized to execute, on behalf of the City, the 1998 Agreement Between the University of Washington and the City of Seattle substantially in the form of Attachment 1.

**Section 2.** This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.


Passed by the City Council this 27<sup>th</sup> day of April, 1998, and signed by  
me in open session in authentication of its passage this 27<sup>th</sup> day of April,  
1998.

  
President of City Council

Approved by me this 29<sup>th</sup> day of April 1998.

*Paul S. Smith*  
Mayor

Filed by me this 29 day of April 1998.

  
City Clerk

(SEAL)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1998 AGREEMENT BETWEEN  
THE CITY OF SEATTLE  
AND  
THE UNIVERSITY OF WASHINGTON

Ord. 118982

AGREEMENT

This Agreement is entered into between the City of Seattle, a municipal corporation of the State of Washington (herein "City"), and the University of Washington, an institution of higher education and agency of the State of Washington (herein "University"). This Agreement takes effect upon the signature of both parties.

WITNESSETH:

RECITALS

1. The University of Washington and the City of Seattle, in fulfilling their primary mission, recognize that each has a common interest in working cooperatively to resolve those issues of mutual interest arising from the development of the University of Washington campus within the City of Seattle.

2. The City and the University recognize that the University of Washington has a responsibility to all of the people of the State of Washington and to the region and the nation, in carrying out its education and research programs and its programs of public service. In addition, the City and the University recognize that the presence of the University of Washington within the City of Seattle has contributed enormously to the cultural, social and economic well-being of the City.

3. The City and the University recognize that the impact of the University on its surrounding communities is positive in many ways, including the easy availability of its cultural and educational programs to the residents of the surrounding communities, the University-dependent jobs and businesses created by its presence, the aesthetic quality of its campus grounds and buildings which have caused it to be called one of the most beautiful university campuses in the world, the quality and diversity of its faculty and staff and their families, of whom have made important contributions to the quality of life in the surrounding communities.

4. The City and University recognize that the fulfillment of the University's mission may also have adverse impacts upon the City and its surrounding communities by such things as the generation of additional vehicular traffic in the vicinity of the University campus, affecting housing patterns and land-use policies by the location of University facilities off the campus. At the same time, the surrounding communities

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support and complement the activities of the University, contribute to the quality of the environment and to the institution's overall viability.

5. This Agreement is to define certain areas wherein the University, in its planning and development, may fulfill its mission in such a way as to continue to enhance the positive impacts upon the City as a whole and particularly upon the surrounding communities, and at the same time minimize any adverse impact it may have by working cooperatively with appropriate City agencies and community groups in order that problems may be identified at the earliest possible stage and that, where necessary, mitigating actions can be taken to maximize positive impacts and minimize adverse impacts upon the City and particularly the communities surrounding the University, and to promote the health and vitality of the residential, business and academic communities. The City and University should endeavor to plan and develop in a manner which contributes to the quality of the University environment, complements the mission of the University and minimizes any adverse impacts.

6. The City and the University recognize that the University is a major resource of the City, State, region, and nation and that the presence of the University within the confines of the City greatly enhances the cultural, social, and economic well-being of the City. The City and the University further recognize that the University will continue to develop its physical facilities and its teaching, research, and service programs.

7. The City and the University recognize that the University and its continued development impacts the environment of the University and its surrounding neighborhoods and the City services which support the entire community.

8. The parties recognize the need for coordinated comprehensive planning of University development in order to allow the University to pursue its goals of instruction, research, and service to Seattle and the broader society and, at the same time, to foresee, assess, and mitigate the direct, indirect and cumulative impacts of long-term development on the physical and human environment and on the City services.

## SECTION I

### Definitions

A. "Days". In computing any period of time prescribed, the day of the act or event from which the designated period for time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a City holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a City holiday.

**B. "Development".** As used throughout this Agreement, the word "development" will mean any University decision to undertake any action of a project nature within the Primary and Secondary Impact Zones, as depicted on Exhibit A, which will directly modify the physical environment and which is not exempt from SEPA, unless the context clearly indicates otherwise.

## **SECTION II**

### **Master Plan and Cumulative Impacts**

#### **A. Formulation of Master Plan**

1. The University will formulate a ten (10) year conceptual Master Plan and Environmental Impact Statement (EIS) which will include all of the following elements:

- a. Boundaries of the University of Washington as marked on the current Land Use Maps, Chapter 23.32 of the Seattle Municipal Code, and any proposed changes.
- b. Proposed non-institutional zone designations for all areas within the boundaries.
- c. A site plan which will provide:
  - (1) the height and location of existing facilities;
  - (2) the location of existing and proposed open space, landscaping, and screening; and
  - (3) the general use and location of any proposed development and proposed alternatives.
- d. The institutional zone and development standards to be used by the University.
- e. A general description of existing and proposed parking facilities and bicycle, pedestrian, and traffic circulation systems within the University boundaries and their relationship to the external street system.
- f. A transportation plan which will include specific University programs to reduce traffic impacts and to encourage the use of public transit, carpools, vanpools, and other alternatives to single-occupancy vehicles. The traffic and transportation programs included herein will be incorporated into the

Master Plan unless program revisions have been made in accordance with the provisions of this Agreement.

g. A general description of future energy and utility needs, potential energy system and capacity improvements, and proposed means of increasing energy efficiency.

h. A description of alternative proposals for physical development including explanation of the reasons for considering each alternative.

i. Proposed development phases, including development priorities, estimated timetable for proposed developments, and proposed interim uses of property awaiting development.

j. A description of any proposed street or alley vacation.

k. Information required by Section II.E.2.

2. The University's Master Plan and EIS will include information on its proposed developments. It will include a proposed development schedule in sufficient detail to permit analysis of impacts on adjacent neighborhoods and City facilities and services. The Master Plan and EIS will include boundaries surrounding the University and identified as Primary and Secondary Impact Zones in accordance with the map attached hereto as Exhibit A to this Agreement. The Primary and Secondary Impact Zones will be used to assess and monitor the direct, indirect, and cumulative impacts resulting from all proposed University developments. The establishment of the zones will not preclude assessment of any environmental impacts resulting from proposed University developments which may extend beyond the zones.

3. The City will cooperate with the University in the formulation of the Master Plan and EIS. Representatives of the City Department of Construction and Land Use (DCLU) and the University will consult and exchange information regarding the scope and content of the EIS and the Master Plan before it is prepared. The University will also consult and exchange information with the City-University-Community Advisory Committee (CUCAC) regarding the scope and content of the EIS and Master Plan before it is prepared. The University will submit to DCLU a preliminary draft EIS and draft Master Plan for review and comment by appropriate City departments prior to formal circulation.

**B. Procedures for Consideration, City Approval, and University Adoption of the University Master Plan**

Notwithstanding the provisions of any applicable City ordinances, the following procedures will be followed for consideration, approval, and adoption of the University's Master Plan:

1. Once a draft Master Plan is formulated, a written copy of the draft Master Plan and Draft EIS will be submitted to CUCAC and DCLU, and an application for a Major Institution Master Plan will be submitted to DCLU.
2. CUCAC will hold meetings which will be open to the public. One of the meetings will be jointly conducted with the University and will be the University's public hearing on the Draft EIS. Within seventy-five (75) days of receipt of the draft Master Plan and Draft EIS, CUCAC will provide written comments to the University on the draft Master Plan and the Draft EIS. Comments will be limited to consideration of the physical development of the University and its environmental impacts.
3. The University may revise the draft Master Plan and will prepare a Final EIS following the public meetings, the public hearing, and receipt of the comments made pursuant to SEPA.
4. The University will then submit a proposed final Master Plan and Final EIS to CUCAC and DCLU for review.
5. Within twenty days (20) of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., DCLU will notify the University if any additional information should be included.
6. Within fifty-six (56) days of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., CUCAC will report its findings, public comments, and recommendations to the Director of DCLU.
7. The Director of DCLU will review the proposed final Master Plan and EIS and the CUCAC report. At least twenty-eight (28) days prior to issuance of a final written report under Section II.B.8.c., DCLU shall provide a draft written report to CUCAC and the University.
8. Within one hundred and twenty (120) days of the University's submittal of the proposed final Master Plan and Final EIS under Section II.B.4., unless the one hundred and twenty day deadline is jointly waived in writing by the University and the Director, the Director of DCLU will submit to the City Hearing Examiner the following items:



- a. The University's proposed final Master Plan and EIS;
- b. The report of CUCAC;
- c. A written report of findings and recommendations relating to:

- (1) Consistency of the proposed final Master Plan with the objectives of the City's Major Institutions Policy, SEPA, and other adopted land use policies and regulations of the City;

- (2) Comments received from affected City departments and other governmental agencies;

- (3) Proposed conditions for mitigating adverse environmental impacts;

- (4) Reasons for differences, if any, between the findings of the Director and CUCAC;

- (5) Recommendations on whether the proposed final Master Plan should be approved as proposed, conditioned, or denied.

- d. DCLU's review and recommendation shall be based on the provisions of this Agreement, neighborhood plans and policies adopted by ordinance, SEPA, other applicable land use policies and regulations of the City. This review shall also consider the need for University development to allow the University to fulfill its mission of public instruction, research, and services while assessing and mitigating the direct, indirect and cumulative impacts of such development on the physical and human environment and on city services, and whether the proposed development and changes represent a reasonable balance of the public benefits of development and change with the need to maintain livability and vitality of adjacent neighborhoods.

9. The Hearing Examiner will conduct a public hearing on the University's proposed final Master Plan. Except as otherwise provided by this Agreement, detailed procedures pertaining to notice of the hearing and the Hearing Examiner's consideration of the Master Plan will be in accordance with City procedures for public hearings before the Hearing Examiner on land use matters requiring City Council action. Within thirty (30) days after the hearing is closed, the Hearing Examiner will submit recommendations to the City Council based on the provisions of this Agreement, neighborhood plans and policies adopted by ordinance, SEPA, other

applicable land use policies and regulations of the City, and will include written findings and conclusions regarding physical development and environmental impacts.

10. The Council will hold a public hearing to receive comments on the University's proposed final Master Plan from representatives of the University, CUCAC, and all other persons who filed a written petition for further consideration within fourteen (14) days of the Hearing Examiner's recommendation.

11. The Council will consider the record before the Hearing Examiner and the comments received at its public hearing and will prepare a preliminary decision which will be sent to the University of Washington Board of Regents, CUCAC, and all persons who petitioned for further consideration. Within thirty (30) days of the preliminary decision, the Board of Regents, CUCAC, and any petitioning persons may respond to the Council's preliminary decision by providing specific objections, the basis for the objections, and reasonable alternatives to the preliminary decision. The Council will mail any written comments to all other parties of record who will file any written response within fourteen days.

12. After considering the responses the Council will consider and act on the University's final Master Plan.

13. The University's Master Plan will not become final until the ordinance approving it has become law pursuant to the City Charter and the Master Plan has been adopted by the University's Board of Regents.

#### **C. Changes to University Master Plan.**

1. If a proposed change to an adopted Master Plan fits within any of the provisions of Section II.C.2., the proposed change is exempt from the provisions of Sections II.C.3. through II.C.5. Prior to taking any action based upon the proposed exempt change, the University shall provide notice to DCLU and CUCAC of the proposed exempt change, including a description of the category of exempt changes in which the proposed change fits. If DCLU disagrees with the proposed exempt change, it shall notify the University within seven (7) days of receipt of the notice, including an explanation of why the proposed change is not exempt. Any continuing disagreement will be addressed in accordance with Section VIII.B., Resolution of Disputes.

2. Exempt Changes. An exempt change shall be:

a. A change to the design and/or location of a proposed structure or other improvement from that shown in the Master Plan, provided that the change to the structure or improvement meets the development standards set

forth in the Master Plan and the location is within the same sector, as defined in the Master Plan; or

b. Any movement of gross floor area within a sector, as defined by the Master Plan. Any new gross floor area added to a structure or proposed project must be accompanied by a decrease in gross floor area elsewhere within the sector if the total gross floor area permitted for the applicable sector would be exceeded; or

c. Restriping or moving parking spaces around the campus; except that moving an approved parking structure from one sector (as defined by the Master Plan) to another shall not be exempt. After the ceiling of parking spaces set forth in the Master Plan is reached, for an action to be exempt, any new parking space(s) must be accompanied by a decrease in parking space(s) elsewhere on campus so that the total number of approved parking spaces on campus is not increased; or

d. Any change in the phasing of construction, if not tied to a condition of the Master Plan imposed under approval by the Council; or

e. Any increase in gross floor area below-grade.

3. Amendments. Amendments which are not exempt shall be submitted to the Director of DCLU and CUCAC. Except as provided in this section II.C.3, the procedures of SMC 23.88.020, Land Use Interpretations, shall be followed for the Director's decision whether a proposed amendment is major or minor. The adopted Master Plan and criteria in Section II.C.4. and C.5. shall be used to determine whether an amendment is major or minor.

a. CUCAC shall review a proposed minor or major amendment and submit comments to DCLU and the University within forty-five (45) days from submittal of the proposed change to DCLU on whether it should be considered minor or major, and what conditions (if any) should be imposed.

b. The Director shall determine whether a proposed amendment is minor or major. The Director's determination shall be made within seventy-five (75) days from submittal of the proposed change. After the Director makes a decision on whether an amendment is minor or major, CUCAC and the University shall be provided a copy of the interpretation.

c. If the Director and the University agree that a proposed amendment is major, the interpretation process shall be waived, and the

amendment and environmental review process shall be subject to the provisions of Section II.C.5.

4. Minor Amendments. A proposed change to an adopted Master Plan shall be considered and approved as a minor amendment when it is consistent with the general goals of the Master Plan, is not an exempt change according to Section II.C.2., is not a major amendment as listed in Section II.C.5.a. or Section II.C.5.b., and meets at least one of the following criteria:

- a. The amendment will not result in significantly greater impacts than those contemplated in the EIS for the adopted Master Plan; or
- b. The amendment is a change to the Master Plan development standard or Master Plan condition, or a change in the location or decrease in size of open space identified in the Master Plan, and the proposed change would not go beyond the minimum necessary to afford relief and will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity in which the major institution is located; or
- c. The amendment or proposed project will implement the adopted goals and objectives of an adopted neighborhood plan.

5. Major Amendments. A proposed change to an adopted Master Plan shall be considered a major amendment when it is not an exempt change according to Section II.C.2. or a minor amendment according to Section II.C.4. If an amendment is determined to be major, the amendment and environmental review process shall be subject to the provisions of Section II B. In addition, either of the following shall be considered a major amendment:

- a. An increase in a height designation or the expansion of the boundary of the MIO District if the adopted Master Plan has been in effect less than ten (10) years; or
- b. A reduction in housing stock within the Primary or Secondary Impact Zone that exceeds the level approved in the adopted Master Plan.

6. To the extent this Section II.C. conflicts with the Master Plan for 1991-2001 (also referred to as the General Physical Development Plan or the GPDP), this section will prevail.

#### **D. Annual Reports**

1. The University will prepare and submit an annual report to DCLU and CUCAC which will provide the following information:

- a. A status report on all ongoing development projects at the University;
- b. Proposed project development changes, and major and minor amendments;
- c. Any identified changes in direct, indirect, and cumulative adverse environmental impacts to the surrounding community and the City as a result of changes to the proposed development schedule set forth in the Master Plan;
- d. The results of the biennial campus and U-District cordon counts; and
- e. Progress made in achieving the goals and objectives contained in the transportation management program towards reduction of single-occupant vehicle use by institution employees, staff and/or students; and the progress made in meeting conditions of master plan approval.

2. In addition the annual report will include the following information:

- a. Any purchases completed or proposed within the next year and proposed uses of such property located within the Primary and Secondary Impact Zones:
- b. Any gifts of real property and proposed use of such property located within the Primary and Secondary Impact Zones; and
- c. Current summary of all leases in the Primary and Secondary Impact Zones including location, amount of space, use and term. This summary will also include any known plans for additional leases within the next year within the Primary and Secondary Impact Zones.

3. The annual report will be made an addendum to the Master Plan.

4. The annual report will be submitted to DCLU at the same time the other major institutions submit their reports.

5. To the extent this Section II.D. conflicts with the Master Plan for 1991-2001, this section will prevail.

**E. Land Acquisition and Leasing**

1. Policy. The current Land Acquisition and Leasing policy, found in Appendix B to the Master Plan for 1991 to 2001 (also referred to as the General Physical Development Plan or the GPDP), shall continue to apply except as specifically provided in this Agreement. In its next Master Plan, the University may propose changes to the Land Acquisition and Leasing policy in the GPDP or in this Agreement, consistent with the process set forth in the adopted neighborhood plans, except that in the next Master Plan, when it is initially adopted, the amount of leased space in the Primary and Secondary Impact Zones shall be limited to 550,000 gross square feet and the boundaries of the permitted leasing zone shall not be changed. To the extent this Section II.E. conflicts with the Master Plan for 1991-2001, this section will prevail.

2. Master Plan Information. The University in formulating its Master Plan will include the following information concerning land acquisition and leasing within the Primary and Secondary Impact Zones:

a. A site plan depicting properties planned for purchase, lands which may be purchased, and acquisition dates where known.

b. A summary of leased property depicting location, amount of space, use and term of lease. The summary will also include any known plans for additional leases or other changes in leasing patterns.

c. An environmental assessment of the impacts that may result from University use of the properties listed in accordance with Section II.E.2.a. and b.

3. University Master Plan Amendments. Amendments to the University's Master Plan will not be required for land acquisition except where the following actions have occurred:

a. If the development of real property which has been acquired by purchase or gift would result in significant adverse environmental impacts not previously identified in the EIS for the Master Plan, an amendment under Section II.C.3. will be required.

b. If the University's use of property results in significant adverse environmental impacts which have not been described in the EIS for the Master

Plan and which are substantially different from the impacts of previous non University tenants, an amendment under Section II.C.3. will be required.

4. Permitted Leasing. Notwithstanding any provision of the General Physical Development Plan for 1991-2001 and Conditions of Approval, the University is permitted to lease property within the Primary and Secondary Impact Zones depicted in Exhibit A, so long as such use complies with City land use regulations, as follows:

a. Except as provided in Section II.E.4.c., leasing will be permitted only in the "permitted leasing zone", which is located within the Primary and Secondary Impact Zones, as depicted on Exhibit A. Within the "permitted leasing zone", leasing of residentially zoned properties will not be permitted.

b. The amount of leased space within the Primary and Secondary Impact Zones shall not exceed 550,000 gross square feet (gsf). This space limit shall not be reduced by construction under the GPDP.

c. Within the Primary and Secondary Impact Zones, the continued leasing of space as of the effective date of this Agreement shall be permitted; and the renewal of such leases after the effective date of this Agreement shall be permitted, except that expansion of such leases shall only be permitted in the "permitted leasing zone."

d. Leasing shall be permitted in the "permitted leasing zone" for the purpose of housing patients and families of patients of the University of Washington Medical Center.

e. No leasing shall be allowed at street-level in a commercial zone, except for uses similar to retail sales and services, customer service offices, entertainment use, child care centers, medical clinics, extension service offices or other uses permitted under the Master Plan or in a Council-approved neighborhood plan.

f. The features of the University's transportation management program shall continue to be made available to all University enrolled students, and faculty and staff occupying leased space in the Primary and Secondary Impact Zones.

5. Patient and family housing. Within the Primary and Secondary Impact Zones, the University will use property acquired through purchase or gift for the purpose of housing patients and families of patients of the University of Washington Medical Center only within the area bounded on the south by the Montlake Cut and Portage Bay, on the west by Interstate 5, on the north by NE Ravenna Blvd, Ravenna

Ave NE and NE 55th St., and on the east by 25th Avenue NE and Montlake Boulevard NE, and consistent with applicable zoning requirements.

6. Effect of Master Planning and Neighborhood Planning. Changes to the lease limit may be proposed through the master planning adoption or amendment process, consistent with the process that may be set forth in the adopted neighborhood plans; except that in the Master Plan adopted for the period from 2001 to 2011, the amount of leased space within the Primary and Secondary Impact Zones shall be limited to 550,000 gross square feet (gsf) and to the "permitted leasing zone" depicted in Exhibit A and any change to these limitations shall be proposed as a major amendment to the Master Plan.

#### **F. University-Community Relations**

1. The City and the University recognize that the presence of the University of Washington campus has many favorable impacts upon the surrounding area which encouraged the establishment and growth of the nearby residential and business areas. At the same time, the University and the City recognize the need for sensitivity and public dialogue regarding the effect of University decisions on the needs and goals of the surrounding communities. Further, the City and the University recognize a need to increase public dialogue regarding the University's obligation to serve the local community, the City, the State and the region and that, as an agency of the State of Washington, the University's policies and program needs are impacted by actions of the state legislature and the United States Congress.

2. Therefore, the City and the University will cooperate with the City-University Community Advisory Committee and representatives of the surrounding residential and business communities throughout the planning process whenever actions are proposed which could materially affect those communities. To facilitate this cooperation and public participation, the University will prepare a public outreach plan as part of the development of a draft Master Plan. In addition, depending upon the issue or project, the University may consider the use of other reasonable methods for informing and involving the public, such as: quarterly meeting with community leaders, notification of the news media, public meetings/hearings, public notices, flyers, workshops, signs, newsletters or articles.

#### **G. City-Community Advisory Committee**

1. Membership. A Community Advisory Committee, to be known as the City University Community Advisory Committee or CUCAC, shall be established jointly by the City and the University composed of a maximum of 16 voting members designated as follows:



a. one designee each selected annually by the following organizations: (1) Eastlake Community Council, (2) the Greater University Chamber of Commerce, (3) Laurelhurst Community Club, (4) Montlake Community Club, (5) Portage Bay/ Roanoke Park Community Council, (6) Ravenna-Bryant Community Association, (7) Ravenna Springs Community Group, (8) Roosevelt Neighbors' Alliance, (9) Roosevelt Neighborhood Association, (10) University District Community Council, (11) University Park Community Club, and (12) Wallingford Community Council; and

b. one designee selected annually by the University from each of the following: (1) the University faculty, (2) the University students, (3) the University staff and (4) an at-large representative.

The City and University administration will provide staff members to serve as staff to the Committee and as liaison with their respective employers.

2. Voting. Fifty percent of the CUCAC membership shall constitute a quorum for voting. For purposes of determining a quorum, the CUCAC membership shall be those members who have been selected in accordance with II.G.1. at the time of voting. Action may be taken pursuant to a majority vote of the quorum.

3. Purpose. In an effort to balance the public benefits of growth and change with the need to maintain the livability and vitality of surrounding neighborhoods, CUCAC shall advise the City and the University on the orderly physical development of the University and the greater University area; provide advice regarding the provision of adequate City services to the University and surrounding community and business areas; provide advice regarding the preservation of the many positive aspects of the University's presence in the community; provide advice regarding the potential adverse effects of removing aspects of University development projects from the University campus; and provide advice regarding the protection of the surrounding community and business areas from adverse effects of University and City actions.

4. Responsibilities. The responsibilities of the CUCAC shall be to review and comment upon the following actions regarding the physical development of the University and the greater University area: the draft and final Master Plans, (including the Transportation Management Plan, policies, development standards, public outreach plan), major and minor amendments to the Master Plan, environmental documents prepared under SEPA, all annual reports and other issues identified by CUCAC members, represented community organizations, the University and the City. CUCAC shall make recommendations to the appropriate decision-making body, individual or responsible official or agency within the specified time period so that such recommendations may be considered before a final action is taken. The appropriate

decision-making body, individual, or responsible official or agency shall inform CUCAC of its final decision on the action along with its jurisdiction.

5. Bylaws. CUCAC shall develop by-laws which will govern its actions, to the extent not addressed by this Agreement, and shall include the following:

- a. A procedure which addresses conflict of interest;
- b. A procedure which allows only three consecutive unexcused absences;
- c. To the extent not inconsistent with this Agreement, incorporation of Robert's Rules of Order; and
- d. A procedure for transmitting the majority and minority views of the CUCAC members present at a regular meeting in the event that the quorum requirement is not met.

### SECTION III

#### Traffic and Transportation, and Related Impacts

##### A. Background

1. Section III of the 1983 City-University Agreement contained a detailed set of goals and objectives and detailed requirements for monitoring and transportation programs. Under the terms of Section III.I. of the 1983 City-University Agreement, Section III expired on August 31, 1991 and was replaced by the General Physical Development Plan for 1991-2001 (GPDP) and its Conditions of Approval. Also by the terms of Section II.C.1.d. of the 1983 City-University Agreement, the annual report is made an addendum to the GPDP.

2. At the time the 1983 City-University Agreement was adopted, three major projects were being planned for the southeast portion of the campus, nearest the Montlake Bridge: the University Hospital Expansion, Triangle Garage, and the Husky Stadium Expansion. Because of those plans, potential traffic impacts to the Montlake Bridge received special attention in Section III of the 1983 City-University Agreement and in the 1983 GPDP. Part of the strategy set forth in Section III for addressing traffic impacts on the Montlake Bridge was to collect baseline traffic survey data over which no increase (within a specified range of error) would be allowed.

3. The GPDP for 1991-2001 was adopted in May 1992, with Conditions of Approval imposed by the City. It replaced Section III of the 1983 City-University

Agreement which had expired in August 1991. With the completion of the three projects, a shift occurred away from numeric maximum limits on traffic in any one location toward a university area-wide approach to traffic control. The collection of traffic survey data remains a centerpiece of the program, along with maximum limits on total campus trips and campus parking spaces. The GDPD for 1991-2001 addresses traffic and transportation issues on a university area-wide basis through implementation of a Transportation Management Program (TMP). All new trips created by expansion proposed under the GDPD for 1991-2001 were to be mitigated through an enhanced TMP, which later became the U-Pass program. The transportation and traffic program contained in the GDPD will continue to apply until modified in the new Master Plan.

4. The new Master Plan will address projects necessary to accommodate additional students, staff and faculty that will result from the mandate of the State of Washington for the University to serve a significant increase in students by 2010. In addition, the new Master Plan will address other development proposed to accommodate current student and research needs of the University.

5. As described below, significant traffic congestion exists in the university area and University-related traffic contributes to this congestion. The new Master Plan will address the impact of proposed campus development on the already congested university area. The policies of this Section III of the Agreement are intended to be the basis for the University's proposed transportation plan in its new Master Plan. Through the master planning process, the University will conduct a transportation study, identify environmental impacts of proposed development, including traffic impacts, and identify measures to mitigate those impacts. Addressing traffic congestion issues in the new Master Plan will allow consideration on a university area-wide basis to strive to assure that university-generated traffic does not cause traffic to exceed capacity at the U-District cordon count points and that one neighborhood's problem is not shifted to another neighborhood.

#### **B. Issues Statement**

1. Traffic. The City, which is responsible for the regulation and control of City streets, has determined that the university area is substantially impacted by automobiles during peak periods. As traffic on major arterials in the university area approaches capacity, commuters extend the peak periods in an effort to avoid congestion or seek alternate routes through neighborhoods by traveling on residential streets which are not designed for through traffic.

a. Sources of Traffic. There are three sources of traffic in the university area. The first source is through trips, or trips that originate outside the area and pass through it to reach the regional freeway system or other destinations. The second source of traffic volumes is non-University related trips

which are associated with employment, shopping and entertainment where the trips could originate within or outside the university area or are internal to the area. The third source of trips is related to the University and these University-related trips originate both within and outside the university area and have a University facility as their origin or destination.

b. Continued Traffic Growth. Since the early 1970's, the University has been committed to having a TMP that minimizes traffic and parking congestion on campus and in the surrounding neighborhoods. The University's TMP has been successful in shifting commuters to alternatives other than single occupant vehicles (SOV's). However, non-University related trips and through trips on the streets serving the university area have continued to grow.

c. Future University Development. The University has been mandated by the State of Washington to accommodate a significant increase in students by 2010. The new master planning process will analyze and plan for any development necessary to accommodate additional students, staff and faculty and identify measures to mitigate associated traffic impacts.

2. Parking. Neighborhood streets near the University are impacted by University-related commuter parking. Additionally, the neighborhood streets within the university area but at a distance from the University may be impacted by street parking by University-related commuters who continue their commute trip by other means such as walking, rollerblading, bicycle, carpool, and transit.

3. Montlake Bridge

a. The City and the University have determined that the Montlake Bridge, which provides access to and from the University campus, the Evergreen Point Floating Bridge (SR 520), the northeast Seattle area, and southeast Seattle areas, and downtown, is frequently congested during peak periods on weekdays. Backups onto SR 520 significantly impact the Montlake Bridge and university area. As a result, the Montlake corridor is at or near capacity. University-related traffic contributes to the congestion on the Montlake Bridge. Traffic congestion is exacerbated by the impact of external influences, including traffic on SR 520, Montlake Bridge openings, transit services, and growth elsewhere in northeast Seattle.

b. New development within the university area under the new Master Plan has the potential to increase this already heavy congestion. Additional traffic will extend the hours at which the Montlake Bridge is at or near capacity or will force travel through alternative corridors. If further growth in traffic

levels is permitted, an even greater increase in traffic congestion and even longer delays could occur.

c. The transportation study conducted for the new Master Plan will include a traffic analysis, population and trip projections, and identification of traffic impacts. While the University will include measures in the new Master Plan to mitigate impacts of proposed development, the traffic congestion problem on the Montlake Bridge is regional in nature and can not be addressed by the City or the University alone. The State of Washington Department of Transportation (WSDOT) is conducting a Trans-Lake Washington Study that should include an analysis of the impacts of SR 520 on university area traffic and the impacts of the university area traffic on SR 520.

4. University Bridge. The University and the City have determined that the University Bridge which provides access to and from the University campus, the northeast Seattle area, southeast Seattle areas and downtown, is congested during peak periods. Development in the university area has the potential to increase congestion and cause longer traffic delays.

5. I-5 Corridor. Heavy traffic on the I-5 corridor impacts arterials adjacent to I-5 in the university area and affects the traffic flow into and out of the university area.

6. Traffic Planning. While the University is committed to a strong TMP, it is only one participant in transportation planning in the university area. Others include major employers in and around the university area, community councils, neighborhood planning organizations, the City of Seattle, King County Metro, Community Transit, the Regional Transit Authority, WSDOT, the Puget Sound Regional Council (PSRC), and the Elevated Transportation Company (Monorail) Public Development Authority.

The City develops and implements programs to reduce traffic demands in the university area. The City also constructs and maintains capital facilities that manage traffic flow. King County Metro is the primary provider of transit service to the university area and to the campus and plays a major role in the University's ability to encourage non-automobile trips. WSDOT affects traffic flow into and out of the university area through its ramp metering systems on I-5 and SR 520. Long range planning for the region, and the university area (which includes an Urban Center and Residential Urban Villages), is the responsibility of the City through the neighborhood planning processes, with the support of PSRC through its regional travel forecasting and high capacity planning work and the RTA through its regional HOV and light rail implementation plans. The University needs the cooperation and support of all these

governmental agencies and groups if it is to help mitigate University-related traffic impacts in the university area both today and in the future.

7. Urban Centers and Urban Villages: Pursuant to the State of Washington's Growth Management Act, the City of Seattle's Comprehensive Plan has designated the University Community as an Urban Center. In addition, Residential Urban Villages have been designated in the neighborhoods surrounding the University. Over the next 20 years the university area is expected to accommodate a significant amount of growth in households and jobs. Plans to address this growth are being developed by the City through neighborhood planning processes.

### **C. General Transportation Policies**

1. As set forth in the Issues Statement, growth is anticipated to occur in the university area. The University, the City and the community groups recognize that they need to work together if this growth is to be accomplished in a manner that achieves and maintains acceptable traffic levels.

2. The University will continue its practice of providing a strong TMP that promotes walking, bicycling, carpooling/vanpooling and transit at the lowest price possible to the user. The use of the single occupant private automobile for traveling to, from and on the campus will be discouraged through the provision of facilities and services favoring alternative modes. The pedestrian character of the campus will be maintained and enhanced. The University will coordinate its efforts in this regard with the neighborhood planning processes.

3. The University will cooperate with the City in providing a network of bicycle paths to, from and on the campus. Adequate bicycle parking, including secure racks and lockers will be provided in safe, convenient locations on campus, but not in a manner which would promote unnecessary intra-campus bicycle travel.

4. The University will continue to improve campus accessibility for the disabled through provisions of graded pathways, ramps, curb cuts, elevators and disabled persons' campus transportation.

5. The University will support the City and adjacent communities in improving traffic flow on street networks surrounding and leading to the University including decreasing the impact of street parking. The University and the City recognize that streets in neighborhoods in the university area at a distance from the University may also be impacted by street parking by University-related commuters who continue their commute trip by other means such as walking, rollerblading, bicycle, carpool, and transit.

6. The City and the University will continue to act in partnership with King County Metro and Community Transit to provide a high level of transit service to the campus, the university area, and nearby neighborhood business districts.

7. Although details of the RTA's light-rail route through the University District, and its associated benefits and impacts, are not yet known, the University and the City support the plans of the RTA to provide light rail service to the university area and the construction of two stations in the university area, with preference placed on underground alternatives for both the service and stations. This support will include the University and the City each designating a representative to participate in meetings and actively seeking to resolve conflicts. The new Master Plan will incorporate assumptions based on the RTA plans existing at the time of the adoption of the Master Plan.

8. The City and the University recognize that they play an important role in non-University processes designed to study and address transportation issues that ultimately affect the university area and will continue to work to address transportation problems with other major employers in and around the university area, community councils, the neighborhood planning organizations, King County Metro, Community Transit, the Regional Transit Authority, Washington Department of Transportation (WSDOT), the Puget Sound Regional Council (PSRC), and the Elevated Transportation Company (Monorail) Public Development Authority. The City and the University recognize the importance of their active participation in the WSDOT Trans-Lake Washington Study.

9. The traffic and transportation goals in the General Physical Development Plan for 1991 to 2001 respond to the above policies and will be used to guide transportation development on the University Campus. The City and the University recognize the need for specificity in goals and objectives must be balanced with the need to allow changes to be made in the new Master Plan to address new or newly identified impacts.

#### **D. Traffic and Transportation Goals**

In recognition of the benefits of further University development, in recognition of the need to control and reduce the adverse impacts of traffic congestion and commuter parking in the nearby neighborhoods, and in an effort to improve University-related traffic and transportation planning for the university area, the City and the University agree that the transportation goals, policies and plans, and the transportation management program in the General Physical Development Plan for 1991 to 2001 (GPDP) and its Conditions of Approval shall continue to apply until superseded by the next Master Plan when it is adopted. As required by the GPDP, the University shall

continue to monitor traffic, including conducting cordon point counts, and shall be responsible for mitigating impacts if the traffic limits specified are not met. The University shall continue its existing transportation management program (TMP) strategies as required in the GPDP until a new Master Plan is adopted.

1. University-Generated Weekday Traffic: The University will not exceed the maximum allowable number of University-generated AM peak period vehicle trips to campus, PM peak period trips from campus and 24 hour total campus trips as set forth in the GPDP and its Conditions of Approval, unless changed through the new Master Plan. In addition, in the new Master Plan, the University will address traffic congestion problems on a university area-wide basis and strive to assure that University-generated traffic does not cause traffic to exceed capacity at the U-District cordon count points. The University will encourage the City to conduct pedestrian and bicycle counts at appropriate locations in the university area.

2. Montlake Bridge. The City and the University will participate in the WSDOT sponsored Trans-Lake Washington Study, and any related future studies. To the extent possible, the University and the City will work with WSDOT to implement programs to reduce traffic destined for SR 520 that uses the Montlake Bridge.

It is imperative that the City, WSDOT, public transit agencies, and other public agencies responsible for the planning and operation of transportation facilities and services in the vicinity of the Montlake Bridge and SR 513 (Montlake Boulevard), act cooperatively and aggressively to manage growth of traffic demand in the Montlake corridor. The University and City agree to cooperate actively with such agencies in the development and implementation of measures designed to reduce traffic congestion and delays on the Montlake Bridge and adjacent portions of SR 513 and designed to enhance and improve public transportation services in this area.

In addition, the City and the University will continue to implement programs in conjunction with King County Metro designed to reduce all total weekday peak period traffic on the Montlake Bridge in order to facilitate improved transit service and mitigate traffic impacts. For example, the University and King County Metro modified traffic flow around the Triangle Parking Garage to accommodate bus layover areas to reduce bus traffic on the Montlake Bridge. The University will also cooperate actively with the City in its efforts to lessen traffic impacts and reduce traffic volumes generated by other agencies and organizations.

3. University Bridge. The City and the University will participate in the WSDOT sponsored Trans-Lake Washington Study, and any related future studies. To the extent possible, the University and the City will work with WSDOT to implement programs to reduce traffic destined for SR 520 that uses the University Bridge.



It is imperative that the City, public transit agencies, and other public agencies responsible for the planning and operation of transportation facilities and services in the vicinity of the University Bridge, act cooperatively and aggressively to manage growth of traffic demand on the University Bridge. The University and City agree to cooperate actively with such agencies in the development and implementation of measures designed to reduce traffic congestion and delays on the University Bridge, and designed to enhance and improve public transportation services in this area.

In addition, the City and the University will continue to implement programs in conjunction with King County Metro designed to reduce all total weekday peak period traffic on the University Bridge in order to facilitate improved transit service, pedestrian and bicycle conditions and mitigate traffic impacts.

4. Regional Planning: The City and the University will support the appropriate government agencies in efforts to improve the regional transportation system, including HOV improvements, additional transit service and the implementation of a regional light rail system with transit connections. This support will include designating a representative to participate in meetings and actively seeking to resolve conflicts.

## SECTION IV

### Special Events

1. The City and the University will continue to cooperate in planning for special events held at the University where unusual traffic conditions and/or City services are expected. Such planning will include programs for maintaining access to the campus for normal operations which continue during special events. Programs for minimizing adverse impacts in the neighborhoods will also be included in special event plans.

2. Transportation goals and objectives, and mitigating actions for traffic impacts, associated with any expansion of Husky Stadium will be addressed through a workable parking plan and traffic management program for the facility, to be developed and reviewed in accordance with City procedures applicable to such facilities. The University will consider all major construction project schedules in the southeast part of the campus in planning the schedule for expansion of Husky Stadium in order to minimize construction-related impacts on City streets.

## **SECTION V**

### **Permit Acquisition and Conditioning of Permits**

The University will obtain all City permits required by law for any University development and will apply to the appropriate City departments in sufficient time to allow orderly review by the City prior to their issuance.

Any conditions that the City proposes to impose upon the issuance of a permit will be identified by the City to the University in sufficient time to permit the University to respond and allow the parties an opportunity to resolve any differences without delaying the issuance of the permit and the construction timetable.

## **SECTION VI**

### **Policies and Relation to the Master Plan**

This Agreement supersedes the 1983 City-University Agreement and 1977 Joint Statement of Goals. This Agreement contains the applicable policies and implementation guidelines for the University, until amended. In addition, the policies contained in the then-existing Master Plan will form the basis for the development of the new Master Plan. Any changes to these policies will be made in the new master planning process or through the master plan amendment process.

The Master Plan for 1991-2001 shall continue to apply until replaced by the new Master Plan, except as specifically provided in this Agreement.

The policies and goals of this Agreement recognize that several studies and planning processes are being conducted, including the WSDOT Trans-Lake Washington Study, the neighborhood planning processes and the RTA planning process. Development of the new Master Plan will proceed using the most current data from these studies and planning processes, but adoption of the new Master Plan will not be delayed by those studies and planning processes. The Master Plan will be updated as necessary and appropriate, in light of the final results of the studies and planning processes.

## **SECTION VII**

### **City Zoning and SEPA Jurisdiction**

The University, by entering into this Agreement, neither waives nor concedes its legal position that the City has neither zoning or SEPA jurisdiction over the

University as an agency of the State of Washington. The City, by entering into this Agreement, neither waives nor concedes its legal position that it has zoning and SEPA jurisdiction over the University. The parties further acknowledge that the State's Growth Management Act (Ch. 36.70A RCW), RCW 28B.20.130 and Article XI, Section 11 of the Washington State Constitution affect the rights and responsibilities of the parties.

## SECTION VIII

### Resolution of Disputes-Termination of Agreement

#### A. Termination or Amendment by Agreement

This Agreement may be amended or terminated in whole or in part by agreement of the parties at any time. Any City action to amend or terminate will be authorized by City ordinance.

#### B. Resolution of Disputes

1. As a means of enabling compliance with the terms of this Agreement, designated representatives of the parties will meet on a quarterly basis or on call by the designated representative of either party for the purpose of resolving any disputes that may occur concerning the interpretation or application of the provisions of this Agreement.

2. If no agreement can be reached by the designated representatives, the parties will jointly invite an impartial mediator to assist in the resolution of the dispute(s).

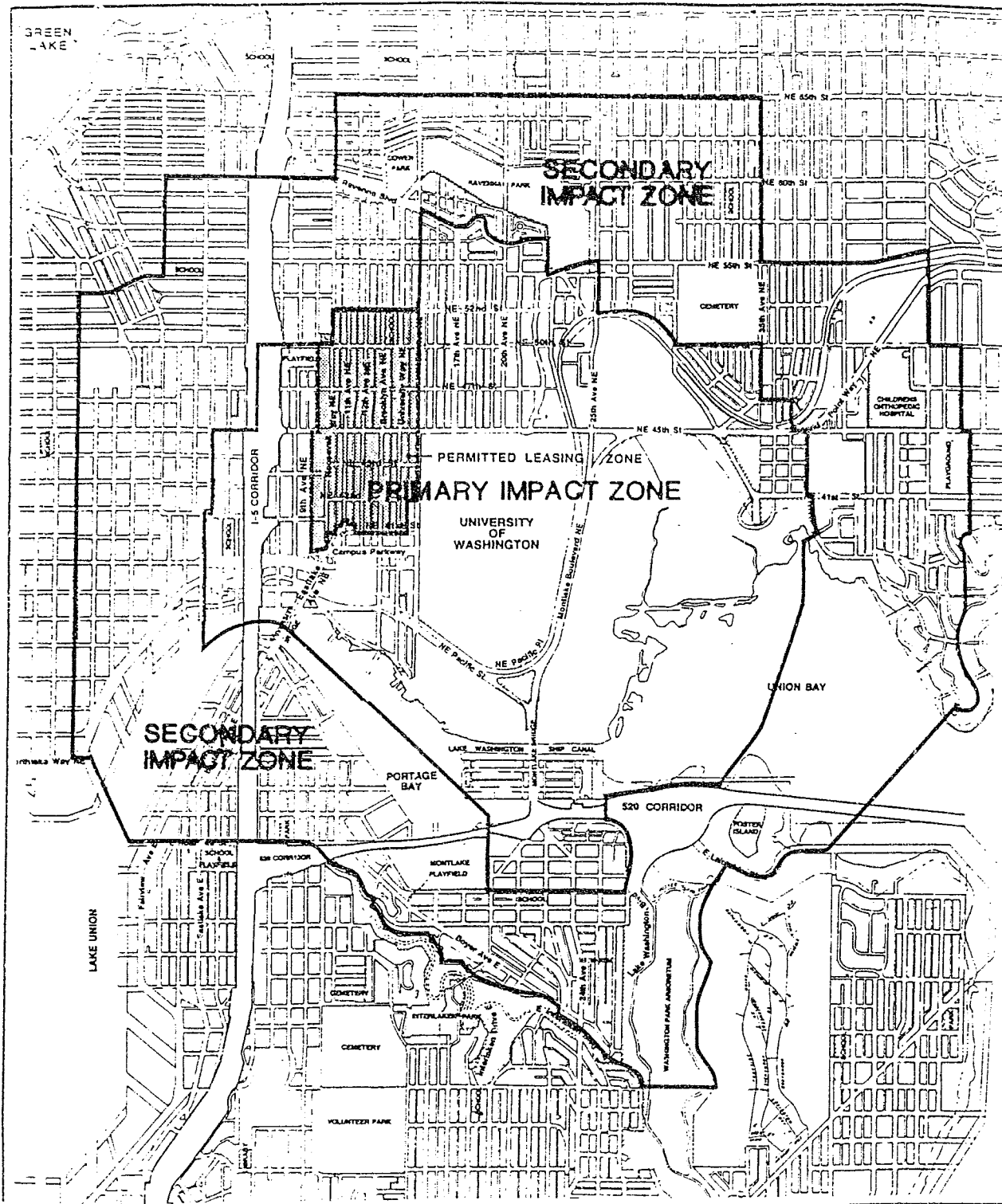
UNIVERSITY OF WASHINGTON

CITY OF SEATTLE

Richard L. McManis 5/28/98  
President of the University, date

Paul Schell 6/1/98  
Mayor, date

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# UNIVERSITY OF WASHINGTON PRIMARY & SECONDARY IMPACT ZONES

UNIVERSITY OF WASHINGTON GENERAL PHYSICAL DEVELOPMENT PLAN

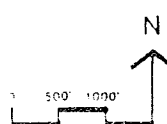
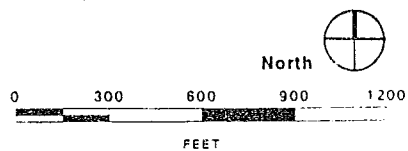


Exhibit A

Page 1 of 2

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UNIVERSITY OF WASHINGTON  
PERMITTED LEASING ZONE





## City of Seattle

Paul Schell, Mayor

### Office of the Mayor

March 16, 1998

Dear Citizen:

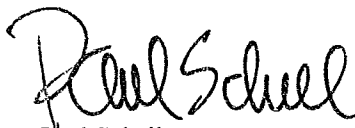
I am very pleased to present to the Seattle City Council and to you the proposed revisions to the 1983 City of Seattle-University of Washington Agreement. As you may know, the 1983 Agreement has governed development on and around the University's campus, in coordination with the 1991 General Physical Development Plan (GPDP). The University is now looking forward to the next campus master plan, which will take the place of the 1991 GPDP. For that work to proceed, however, it was necessary to review and revise the 1983 Agreement. This revised agreement is a truly remarkable achievement.

Because of my background as the former Director of the Department of Community Development and my past position as Dean of the School of Architecture at the University of Washington, I am in a unique position to understand the difficult work of major institution and community coordination. I want to extend my thanks to the representatives of the 14 community groups who participated in this effort, and I want to congratulate the leadership at the University for its willingness to enter into such an endeavor.

When adopted by City Council and the University Board of Regents, the Agreement and Land Use Code amendments will allow the University and the surrounding communities to move into the next phase of work on a new campus plan with a secure foundation of trust and policy agreement. The University District's neighborhood plan will soon officially arrive at City Hall. Neighborhood residents, business people, and property owners, are working in partnership with the University of Washington on the many complex issues associated with being an urban center. I applaud the efforts of all who have worked so hard to make the University District a thriving residential and business community.

I will be strongly urging City Council's approval of this legislation, and look forward to working in partnership with the University and the community to build upon this accomplishment.

Very truly yours,

  
Paul Schell

600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873

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## Mayor's Recommendation

# City-University of Washington Agreement

## March 1998

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### INTRODUCTION

Development on (and surrounding) the University of Washington campus in northeast Seattle is currently governed by various sources, including the 1983 City-University Agreement, the University's 1991-2001 General Physical Development Plan (GPDP) with City conditions, and the Land Use Code. This recommendation involves the updating of the 1983 Agreement, and its relationship to the GPDP, land use regulations, neighborhood planning, and major institution issues.

### BACKGROUND AND CONTEXT

Although campus planning began much earlier, adoption of the 1977 "Joint Statement of Goals and Policies of the City of Seattle and the University of Washington" created specific policies relating to development of the campus and the surrounding area, addressing issues such as land acquisition, transportation, and coordinated planning with the community. It was followed in 1983 by the City-University Agreement which detailed a campus master plan process and identified specific transportation goals on campus and in the area. The University's 1991-2001 General Physical Development Plan (GPDP), adopted in 1991 with conditions of approval, superceded certain portions of the 1983 agreement regarding transportation.

In the 1980s and 1990s important planning efforts were taking place citywide, including major institution planning (for large medical and educational institutions) and neighborhood planning. In 1981 City Council adopted major institution policies in response to neighborhood concerns with major institution impacts on surrounding communities; Land Use Code regulations followed the policies in 1983. Revisions to major institution regulations in 1990, and more significant revisions in 1996, resulted from the experience of some thirteen major institutions preparing master plans. Neighborhood planning got a boost in the 1990s with the City's response to the State's Growth Management Act. Seattle set up a formal, citywide program for neighborhood planning as a means to implement the City's Comprehensive Plan. In 1998, thirty seven neighborhood plans are expected to be submitted to City Council.

For the University of Washington, the work of updating the 1983 agreement is both complicated and enriched by the concurrent neighborhood planning process. In late 1996, City Council passed Resolution 29471, which directed the Department of Construction and Land Use (DCLU) to review the 1983 Agreement with the surrounding

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communities and with the University of Washington to determine how to update the regulations. Throughout that initial effort, the question of how to coordinate updating the agreement with the emerging neighborhood plan was raised. The University initially wanted to move ahead quickly with the updating of the agreement in order to be able to start work on the new campus master plan. However in mid-1997, the University asked for time to work through issues with the surrounding communities. In October of 1997, the University and fourteen community groups presented the City with a draft update to the 1983 Agreement. Since that time, City staff have worked with the University and community representatives to finalize the proposed revisions in a 1998 City-University Agreement.

## ANALYSIS

The following format will be used to help the reader understand the contents of the agreement: a description of each section of the agreement will be followed by a discussion of regulations governing other major institutions, what applies to the UW, comparison to the previous agreement, or other relevant issues such as neighborhood planning.

The agreement addresses the following:

- Recitals (need for cooperation, recognition of the University's mission, and acknowledgment of both the positive and adverse impacts resulting from University actions);
- The process of drafting, circulating for comment, approving and amending the master plan;
- Annual report requirements;
- Land acquisition and leasing;
- Neighborhood planning and University-community relations;
- Traffic and transportation impacts;
- Special events;
- Permit acquisition and conditioning;
- Relationship of the agreement to the master plan;
- Jurisdictional issues; and
- Resolution of disputes/termination of agreement.

### Section IIA: Master Plan and Cumulative Impacts

#### **Description:**

This part of the agreement describes the required contents of the master plan, including a site plan; development standards; a description of parking facilities and traffic circulation systems; a transportation plan to reduce traffic impacts and to encourage the use of alternatives to single-occupancy vehicles; development phasing; and descriptions of future energy needs, alternative proposals, proposed street or alley vacations, and leasing

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revised agreement reduces by four weeks the amount of time the City-University-Community Advisory Committee (CUCAC) may take to review and comment on the draft master plan and draft EIS. The 1983 agreement does not specify how long CUCAC has to review the final plan and EIS; the revised agreement allows 56 days after receipt of the final documents for the advisory committee review.

Public hearings. This agreement provides for two public hearings, one held by the City Hearing Examiner and one by City Council. This is a continuation of provisions in the 1983 agreement. In streamlining the process for other major institutions in 1996, the requirement for other major institutions for two public hearings was deleted, with the Hearing Examiner holding one public hearing for the City Council. Council may, at its discretion, open the record and hold its own public hearing if it chooses, but it is not required to do so for other major institutions' master plans. It may be argued that, although providing for two public hearings lengthens the overall time needed for approval of the University's master plan, the large number of communities involved makes it more appropriate than would be the case for smaller institutions.

Master plan evaluation criteria. The basis for DCLU's review and recommendation differs somewhat from that required for other major institutions, in that the agreement calls for consideration of:

*"...the need for University development to allow the University to fulfill its mission of public instruction, research, and services while assessing and mitigating the direct, indirect and cumulative impacts of such development on the physical and human environment and on city services, and whether the proposed development and changes represent a reasonable balance of the public benefits of development and change with the need to maintain livability and vitality of adjacent neighborhoods."*

In contrast, the 1983 agreement requires that DCLU report on consistency with adopted policies and regulations; on comments from other affected agencies; on proposed conditions to mitigate adverse environmental impacts; and on reasons for differences (if any) with CUCAC's findings. The proposed agreement focuses more specifically on the University's mission, while continuing to acknowledge the need for balancing the mission with the impacts of carrying out that mission on the surrounding communities.

For other major institutions, DCLU considers consistency with adopted policies and whether the plan represents a reasonable balance of the public benefit of development and change with the need to maintain livability and vitality of adjacent neighborhoods. There is also a list of development program components and development standards to be considered.



activities. This section also references the Primary and Secondary Impact Zones created in 1983 (see map attached to the agreement), which are to be used to assess and monitor impacts resulting from University development.

**Discussion:**

Master Plan concept. A master plan is required for each major institution proposing development that could affect the livability of adjacent neighborhoods or has the potential for significant adverse impacts on the surrounding community. The master plan is to give guidelines and development standards for long-term planning; give the neighborhood advance notice of the development plans of the institution; allow the City to plan for public capital or programmatic actions that will be needed to accommodate development; and provide the basis for appropriate mitigation to avoid or reduce adverse impacts from the institution's development.

The 1983 agreement originated the concept of the University of Washington working with the community and the City on its campus master plan. The proposed revisions refine the process but do not alter the substance.

Primary and Secondary Impact Zones. The issue of how to treat the boundary between major institutions and surrounding communities with regard to leasing and land acquisition was the original impetus for regulation for all major institutions. Neighbors of major institutions had been concerned about institutional expansion and its impact on neighborhood stability. For the University, the boundaries of the Primary and Secondary Impact Zones are proposed to remain the same as under the 1983 agreement, although a new smaller "permitted leasing zone" is proposed (see Section IIE) as a part of the impact zones. For other major institutions, the Land Use Code regulates both development on a campus and within 2500 feet of the campus boundary for other major institutions. A comparison of the 2500 foot distance (for other major institutions) to the Primary and Secondary Impact Zones (for the University of Washington) shows that the two impact zones, and thus the regulation of land acquisition and leasing, extends well beyond a distance of 2500 feet.

**Section IIB: Procedures for Consideration, City Approval, and University Adoption of the University Master Plan**

**Description:**

Process and timelines are described regarding development and approval of the master plan. DCLU's review and recommendation is to be based on multiple documents and considerations, as detailed in the agreement. Two public hearings are required, one by the City Hearing Examiner and one by City Council.

**Discussion:**

Timelines. The goal for the process timeline in reviewing major institution master plans is to have adequate time for review, comment and decisionmaking, while keeping the process moving as efficiently as possible. In comparison to the 1983 agreement, the

## **Section IIE: Land Acquisition and Leasing**

### **Description:**

The Land Acquisition and Leasing Policy in the revised agreement sets out a three-tiered framework to control off-campus property acquisition and leasing by the University, in addition to regulations in the Land Use Code. Two tiers, the Primary and Secondary Impact Zones, are carried forward from the 1983 agreement. The agreement would allow current leases in these impact zones to be continued/renewed but not expanded in terms of square feet.

The third tier of off-campus restrictions is the new "permitted leasing zone." This area is a small portion of the Primary Impact Zone. It is located to the west and northwest of the campus, roughly between 15<sup>th</sup> Avenue Northeast (east boundary), 9<sup>th</sup> Avenue NE (west boundary), NE 52<sup>nd</sup> (north), and NE 41<sup>st</sup> (south). In this area only, new University leases may be permitted. The maximum area permitted to be leased in the impact zones (including the permitted leasing zone) is limited to 550,000 gross square feet, a number which would not be affected by on-campus development, as is now the case.

The agreement states that its leasing provisions override those in the GPDP. It would prohibit changing the 550,000 gross square foot (gsf) maximum leasing limit and boundaries of the permitted leasing zone in the adoption of the next master plan. After adoption of the next master plan, changes to these limitations may be proposed as major amendments (a process requiring public involvement to the same degree as a new master plan).

Other provisions in the agreement with regard to leasing include a requirement that the UW's U-PASS program and other transportation management elements also be applied to students, faculty and staff at UW-leased space in the Primary and Secondary Impact Zones. Street level uses permitted by this agreement for UW leasing in commercial zones is limited to retail sales and services, customer service offices, entertainment use, child care centers, medical clinics, extension service offices or other uses approved by an adopted master plan or neighborhood plan.

### **Discussion:**

The land use zones encompassed in the "permitted leasing zone" (an approximately 35-block area) are Multifamily Lowrise 3, Commercial 1/65', and Neighborhood Commercial 3 (with height limits ranging from 40 to 85 feet). The Primary Impact Zone contains single family, multifamily, commercial and industrial zoned land. The Secondary Impact Zone, which extends west of I-5, contains predominantly single family zoning, with limited areas of multifamily, commercial and industrial zoning.

Most of the business portion of the "Ave" (University Way Northeast) is included in the "permitted leasing area." There are some in the business community who have expressed concern that allowing the UW to lease along the "Ave" may mean that landlords will raise rents and that small business owners will be unable to compete with the UW for

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## **Section IIC: Changes to the University Master Plan**

### **Description:**

This section describes how an adopted master plan may be amended. Proposed changes may either be exempt (no amendment to the master plan is required), or require a minor or major amendment. Criteria are listed for exempt proposals, and for minor and major amendments; the process by which these actions are evaluated is described.

### **Discussion:**

The hierarchy of exempt actions, and minor or major amendments generally mirrors the process for other major institutions undertaking similar actions. One variation in the process is that per this agreement the University would make the initial decision as to whether a proposed action would be exempt, and would notify CUCAC and DCLU. For other major institutions, DCLU makes that decision. The specific criteria that define an exempt proposal, and minor or major amendments, are similar, though not identical, to the criteria for other major institutions and to those in the 1983 agreement. In some cases, the difference is due to the size of the University, which is nine times larger than the next largest major institution. For example, the University's large campus has been geographically divided into sectors, which is not generally the case for other major institutions. One of the criteria for determining whether a UW proposal is exempt or not relates to movement of gross floor area within a sector. This allows a more precise way to address impacts of particular projects than would be necessary or appropriate on a smaller campus.

## **Section IID: Annual Reports**

### **Description:**

For many years the University of Washington has been preparing an annual report that provides information on on-going development projects, changes to construction schedules, altered impacts as a result of changed schedules, the numerical results of the biennial campus and off-campus traffic counts, and progress made in reduction of single-occupancy vehicle use. Also reported annually is an accounting of property purchased or given as a gift, and the use to be made of such property when located within the Primary and Secondary Impact Zones. A summary of all leases in these impact zones, including location, square footage, use and term of each lease, is to be included.

### **Discussion:**

The provisions of this section are very similar to those in the 1983 agreement and to the requirements for other major institutions. The University will submit its annual report to DCLU on the same schedule as the other major institutions, so that the leasing information received for all major institutions can be compiled, analyzed, and sent out to surrounding communities for feedback. This information will be reported to City Council. This process will enable the City and the affected communities to better understand the impact of such leasing.

In comparison to the 1983 agreement, this proposal allows 150,000 gsf more leasing in the Primary and Secondary Impact Zones.<sup>1</sup> Because the maximum limit would not be reduced by on-campus development as was the case in the 1983 agreement, restrictions on square footage are somewhat further relaxed. However, the geographic area in which the University may enter into a new lease (on a new site) has been considerably constricted, from the Primary and Secondary Impact Zones down to the "permitted leasing zone" (see map for these boundaries). The amount of commercial zoning in the Primary and Secondary Impact Zones is approximately 14 million square feet (note that the Secondary Impact Zone extends west of I-5), compared to the "permitted leasing zone" which contains roughly 2.9 million square feet of commercially zoned property. However, the amount of vacant or otherwise available space suitable to the UW's needs is a small percentage of these figures. The agreement would restrict street-level uses in commercial zones more than the Land Use Code does for commercial zones in general, but along the same lines as restrictions that apply to all major institutions outside of their campus.

Lastly, the agreement would permit only a portion of the Primary and Secondary Impact Zones to be used for housing patients and families of patients using the services of the University Medical Clinic. This area is bound by I-5, the Ship Canal, 25<sup>th</sup> Ave. NE, NE 55<sup>th</sup> Street, Montlake Boulevard NE and Ravenna Boulevard/Avenue. The University made this commitment to direct patients and their families to housing in this geographic area. It needs to be clear that the Land Use Code differentiates between residential use (allowed in multifamily and commercial zones) where the time someone stays is at least 30 days, and commercial lodging (commercial zones) where the typical stay is short term. To the extent that patients and their families need less than 30 days of lodging, such use needs to be located in commercial zones, not multifamily zones. The only exceptions are very small scale residences, such as bed and breakfast accommodations, which are permitted in residential zones.

#### **Sections IIF and G: University-Community Relations; City-Community Advisory Committee**

##### **Description:**

These sections describe the public dialogue considered desirable with regard to assessing the impact of UW proposals on the surrounding community. Also acknowledged were the multiple agencies (state and federal) that have control or jurisdiction over the University of Washington and to which it must be responsive. Various forums for local discussions are included as part of a public outreach plan.

<sup>1</sup> To provide a quick visual image of how 150,000 gsf would appear if it were all put into one development, consider that a typical block (street to street) in the District is about 220 feet wide (including the alley) and about 480 feet long. A building covering the block and containing 150,000 gsf would be about 1-1/2 stories tall, or 1-1/2 blocks could be covered with a one-story building (roughly). This 150,000 gsf is the additional amount of space the UW may lease, and new leases may only occur in an approximately 35-block area (the "permitted leasing zone").



space. Others believe that the University's presence on the "Ave" will be beneficial in bringing pedestrians to an area where some businesses are struggling to compete. Some urge that there be a "permeable boundary" between the UW and the surrounding community, so that businesses, residents, students, faculty and staff mingle and bring a vitality not otherwise present to the area.

An Economic Development Forum, held in the University District in 1997 by the Cascadia Institute, brought together a large number of local residents, business people and University participants to discuss a variety of issues, including the opportunities for the University to work with the surrounding community for economic development. According to the Cascadia Institute report, support for UW leasing in the area was accompanied by concerns about the consequences and the relationship to neighborhood planning. The issue was also examined in the "Economic Analysis of Development Potential in the University Community Urban Center," prepared for the neighborhood planning group by Economic Consulting Services in 1997. This report looked in great detail at the City's Comprehensive Plan projections for this urban center, parcel ownership and assembly potential, effects of the University Village on the viability of the "Ave," and possible future development scenarios in the vicinity. It also noted the varying tensions between certain groups that have large stakes in the economic health of the district.

In short, there are conflicting views as to what effect the UW's presence off-campus could have. This issue has long been debated in a variety of forums, particularly in the context of neighborhood planning. In all likelihood there will be various effects, beneficial to some and less beneficial to others, and it may not be possible to know what the "total" effect may be. However, it appears that by virtue of fourteen community groups agreeing to these provisions, there is substantial, although not total, consensus that on balance the effects of allowing UW leasing in this area will be positive.

The 1996 citywide amendments to the major institution regulations similarly changed regulations to permit more latitude in leasing for the other major institutions. That action was accompanied by a new process to compile leasing information from all the major institutions. This process will give the City up-to-date information on an annual basis, which will be distributed to the business and residential neighborhoods around each institution and studied so that the effect of such leasing may be tracked and better understood. It must be noted that cause-and-effect of economic changes is not always easy to establish; a general upturn in the economy such as the city and region are currently experiencing may cause a raise in rent levels quite apart from any change in leasing activities by major institutions.

Membership in the City-University-Community Advisory Committee (CUCAC) is proposed to be sixteen, with twelve representatives drawn from community organizations such as Wallingford and Eastlake; three from the University faculty, students and staff; and one at-large representative. CUCAC's role and responsibilities are described, and a commitment made to establish by-laws and a quorum for certain decisions.

**Discussion:**

The public outreach plan is evidence of the University's continuing commitment to open discussion with the surrounding communities, as is the University's participation in urban center neighborhood planning. Expansion of CUCAC from its current eleven members, as set in 1977, to sixteen members is a result of several communities now being assigned one seat each, where in the past one seat had been shared among an unspecified number of neighborhoods. The number of representatives from the business community, the UW, and the at-large member remains the same.

**Section III: Traffic and Transportation, and Related Impacts**

**Description:**

Section III addresses traffic and transportation issues. It contains issue statements on sources of traffic, future UW development, parking, congestion on the Montlake and University Bridges and I-5, the need for cooperation among the agencies that make decisions on transit and roadways, and on the expected growth of the area as an urban center. The General Transportation Policies detail the University's and other agencies' responsibilities with regard to transportation, and describe upcoming work on the RTA (Regional Transit Authority) light rail routing and the Trans-Lake Washington Study, directed by the State Department of Transportation (DOT). In the discussion on goals, the GPDP (and its conditions of approval) is cited as the prevailing authority until such time as a new master plan is approved.

**Discussion:**

There are no new regulations or changes in process in this section. The transportation section of the 1983 agreement was superceded by the GPDP in 1991; the GPDP currently governs actions concerning traffic, parking and transportation. This section of the revised agreement gives some background on the transportation section of the 1983 agreement, describes the transportation measures in 1991 GPDP, and addresses the upcoming campus master plan. Traffic issues are explained and general transportation policies described. The City is working with the State DOT, the UW, other jurisdictions and agencies, and affected neighborhoods on the Trans-Lake Washington Study, an effort which will continue for at least another year.

**Sections IV through VIII: Special Events; Permit Acquisition and Conditioning of Permits; Policies and Relation to Master Plan; City Zoning and SEPA Jurisdiction; and Resolution of Disputes-Termination of Agreement**

**Description:**

These sections deal with special events at the University when unusual traffic conditions are expected; require the University to obtain all City permits required by law; require the City to give the UW sufficient time to respond to proposed conditions of permit issuance; describe the relationship of the agreement to previous policies, and the current and future master plans; describes the jurisdictional relationship between the University and the City; and discusses how conflicts will be resolved and the agreement terminated or amended.

**Discussion:**

Much of this language is the same or similar to the 1983 agreement. There is a new section on the relationship among the various documents and processes (1983 agreement, 1977 goals, campus master plan, adopted neighborhood plan and master plan amendment process). This section clarifies what has been superceded and what planning work taking place at what time may alter any of these documents.

**RECOMMENDATION**

The Executive recognizes the substantial effort undertaken by the University and the community, by recommending that the agreement be adopted as attached.





# City-University of Washington Agreement

## Mayor's Recommendation: Executive Summary

March 1998

Development on (and surrounding) the University of Washington campus in northeast Seattle is currently governed by various sources, including the 1983 City-University Agreement, the University's 1991-2001 General Physical Development Plan (GPDP) with City conditions, and the Land Use Code. This recommendation involves the updating of the 1983 Agreement, and its relationship to the GPDP, land use regulations, neighborhood planning, and major institution issues.

### Major Institution Planning

Considered from the perspective of the major institution policies, the proposed agreement deals with the same issues with which all the major institutions and their surrounding communities must address. Although the form of the regulations for the UW, due to historical reasons, varies from that applied to other major institutions (an agreement versus the Land Use Code), the basic foundations for orderly planning and community involvement are clearly recognized. Compared to other major institutions (MIs), the major differences with the substance of the regulations in this agreement are:

- Off-campus impacts are restricted in a larger area (Primary and Secondary Impact Zones) than the 2500' restriction for other major institutions. The area where new UW leases would be permitted is very small relative to the 2500' area applicable to the other MIs. The UW's 550,000 gsf limit may not be changed until after the next campus master plan is adopted, whereas there is no maximum square footage limit for leasing placed on other MIs.
- The life of the campus plan is ten years. There is no set expiration date for campus plans for the other MIs; those plans will be revisited when the approved square footage and parking spaces are close to being met.
- Sixteen members in CUCAC is larger than the 6 to 12 members on the Citizen Advisory Committees (CACs) for other MIs.
- There would be no concept plan or review of the preliminary draft master plan (same as in the 1983 agreement); other MIs go through these steps.
- CUCAC would have ten weeks to review the draft master plan and draft environmental documents, where other CACs have six weeks.
- CUCAC would have eight weeks to review final master plans and environmental documents, where other CACs have three weeks.
- Two public hearings would be held on the master plan, one by the Hearing Examiner and one by the City Council. Only one public hearing, by the Hearing Examiner, is held for other MIs.

- The Board of Regents approves the master plans after City Council's preliminary decision to approve.
- The UW makes the initial judgment on whether a proposed action is exempt or not, and then gives the proposal to DCLU and to CUCAC for review. For the other MIs, DCLU makes the initial decision on an exempt action.
- The criteria for determining whether an action is exempt or not are similar to those for other MIs, but additionally incorporate criteria from the 1983 agreement.

### **Neighborhood Planning**

In the year and a quarter since Resolution 29471 was passed directing DCLU to work with the community and the UW to review and assess the need for change to the 1983 agreement, neighborhood planning for the University Community Urban Center has progressed almost to the point of submittal of the plan to City Council (expected this March or April). An enormous amount of community work and involvement has gone into this neighborhood plan, and much attention has been given to the issue of UW involvement in the community in the form of partnership in economic development, housing, transit and other means. The agreement is linked to this work by noting that the neighborhood plan may propose a process affecting adoption or amendment of the master plan. The University, through its participation in the neighborhood planning work and its work with surrounding communities to develop this agreement, has signaled its intent to be a partner with the communities in working to solve problems in the vicinity.

### **Changes Relative to the 1983 Agreement**

- Permitted lease square footage has been raised to 550,000 gsf (was 400,000 gsf, with reduction in that limit by a specific ratio with construction on campus).
- In 1983 the focus was on total square footage in the Primary and Secondary Impact Zones, not on specific sites. The old agreement would have permitted new leases in the Secondary Impact Zone as long as the total square footage was not exceeded. In this revised proposal, there will be both a limit on total square footage, and a requirement that while existing leases may continue in the Primary and Secondary Impact Zones, they may not be expanded geographically, and no new leases would be permitted in these areas. The "permitted leasing zone" is a new concept, and would be the only nearby place where the UW could enter into a new lease.
- The GPDP condition that no UW lease in the Primary and Secondary Impact Zones could displace residential or retail uses, whether the space was occupied or had been vacant for a number of years, will not longer apply. However, the requirement that retail, customer service, entertainment, child care, medical clinics, extension service offices or other uses permitted in the master plan or neighborhood plan be located at street level ensures that there will be visible pedestrian-oriented activity, instead of an office or administrative building with little interaction with the community at the ground floor.



- Other leasing conditions in the GPDP are either outdated or replaced by new provisions in the agreement (e.g., a requirement that parking spaces in leased buildings be managed so as to promote transit is now in the agreement).
- CUCAC has been expanded from eleven to sixteen members.
- CUCAC would have 4 weeks fewer (from 3-1/2 to 2-1/2 months) to review and comment on the draft master plan and draft EIS.
- The Hearing Examiner would have 30 days (instead of 14 days under the 1983 agreement) to make his/her recommendation on the master plan to City Council.

**Recommendation:** The Executive recognizes the substantial effort undertaken by the University and the community, by recommending that the agreement be adopted as attached.

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# City of Seattle

Paul Schell, Mayor

## Office of the Mayor

March 16, 1998

Dear Citizen:

I am very pleased to present to the Seattle City Council and to you the proposed revisions to the 1983 City of Seattle-University of Washington Agreement. As you may know, the 1983 Agreement has governed development on and around the University's campus, in coordination with the 1991 General Physical Development Plan (GPDP). The University is now looking forward to the next campus master plan, which will take the place of the 1991 GPDP. For that work to proceed, however, it was necessary to review and revise the 1983 Agreement. This revised agreement is a truly remarkable achievement.

Because of my background as the former Director of the Department of Community Development and my past position as Dean of the School of Architecture at the University of Washington, I am in a unique position to understand the difficult work of major institution and community coordination. I want to extend my thanks to the representatives of the 14 community groups who participated in this effort, and I want to congratulate the leadership at the University for its willingness to enter into such an endeavor.

When adopted by City Council and the University Board of Regents, the Agreement and Land Use Code amendments will allow the University and the surrounding communities to move into the next phase of work on a new campus plan with a secure foundation of trust and policy agreement. The University District's neighborhood plan will soon officially arrive at City Hall. Neighborhood residents, business people, and property owners, are working in partnership with the University of Washington on the many complex issues associated with being an urban center. I applaud the efforts of all who have worked so hard to make the University District a thriving residential and business community.

I will be strongly urging City Council's approval of this legislation, and look forward to working in partnership with the University and the community to build upon this accomplishment.

Very truly yours,

A handwritten signature in dark ink that reads "Paul Schell".  
Paul Schell

---

600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873

Tel: (206) 684-4000, TDD: (206) 684-8811, Fax: (206) 684-5360. E-mail: [mayors.office@ci.seattle.wa.us](mailto:mayors.office@ci.seattle.wa.us)

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Seattle  
Department of Construction and Land Use



R. F. Krochalis, Director  
Norman B. Rice, Mayor

TO: Council President Sue Donaldson  
Via Pascal St. Gerard, Executive Services Department

FROM: *[Signature]*  
Rick Krochalis, Director

DATE: March 16, 1998

SUBJECT: Proposed Revised Agreement between the City of Seattle and  
the University of Washington

The attached two ordinances are to adopt an updated agreement between the City and the University governing development on and around the campus, and to adopt Land Use Code amendments which reference the new agreement. This work is in response to Resolution 29471, which directed DLU to work with the University and the surrounding community to review and update the 1983 agreement.

The agreement is primarily procedural and covers such issues as formulation, approval and amendment processes for the University's next master plan; off-campus land acquisition and leasing policies; membership and procedures for the citizen advisory committee; transportation issues and policies; coordinated traffic planning for special events; permit acquisition and conditioning; relationship of the current and future master plan to the agreement; zoning and SEPA jurisdiction; resolution of disputes; and amendment or termination of the agreement. The Land Use Code amendments update the reference to the agreement.

The Council's Business, Economic and Community Development Committee has scheduled a briefing on this legislation for March 17 and a public hearing on April 9, 1998. Environmental review of a similar proposal was conducted in May, 1997, and a Determination of Non-Significance (DNS - no Environmental Impact Statement required) was issued and not appealed.

Costs for staff training and codifying the amendments will be minimal and accomplished within existing resources. Costs involved in administration of the agreement are not expected to be substantially different from that expended under the current agreement.

Questions about the legislation should be directed to Diane Althaus at 233-3894.

**Tentative schedule for City Council review of City-University Agreement \***

(CU-SCH-P.DOC M★L 2/23/98)

<u>Date and Time *</u>	<u>Entity</u>	<u>Activity</u>
Wednesday, February 25, 7-9 p.m., at University Heights Center, room 110	Community leaders, UW, and DCLU	Public meeting on proposed new City-University Agreement
<div style="border: 1px solid black; padding: 5px;"> <p><b>Note:</b> The following dates reflect the <u>earliest</u> that these actions could occur. If, following the February 25 public meeting, the parties decide to make significant changes to the proposed Agreement, then all the following actions would occur later.</p> </div>		
Monday, March 16	DCLU for Executive	Submit Mayor's recommendation to Council, including report, proposed new City-University Agreement, and proposed ordinance to amend Land Use Code
Monday, March 16	DCLU for Executive	Mayor's recommendation available to the public at DCLU's Master Use Permit Information Counter, 710 Second Ave., Suite 200, or call Diane Althaus at 233-3894 for a copy
Tuesday, March 17, 9:30 a.m., Council Chambers *	Business, Economic & Community Development (BECD) Committee	Briefing on Mayor's recommendation
Thursday, April 9, 6-8 p.m., at University Heights Center, room 209/210 *	BECD Committee	Public hearing on proposed new City-University Agreement and on proposed ordinance to amend Land Use Code
Tuesday, April 21, 9:30 a.m., at Swedish Medical Center - Ballard, Conference Room B/C, 5300 Tallman Avenue NW (east of 20th Avenue NW) *	BECD Committee	Discussion and vote on ordinance and proposed Agreement. If committee members want additional time for discussion, this matter would be repeated on the agenda for the next BECD Committee meeting on Tuesday, May 5, and all ensuing activities would be moved two weeks later.
Monday, April 27, 2:00 p.m., Council Chambers *	Full City Council	Vote on ordinance and proposed Agreement
by Tuesday, May 12	Mayor	Signs ordinance (ordinance must be submitted to Mayor within five days of Council vote; Mayor has ten days to sign)
by Thursday, June 11 (30 days after Mayor signs ordinance)		Ordinance takes effect
<p>☛ The City's ordinance will authorize the Mayor to sign the new City-University Agreement on the City's behalf. The University's Board of Regents also needs to review the new Agreement, and authorize the appropriate UW official to sign the Agreement on the University's behalf. Once the new Agreement is signed by both parties, it will take effect and govern future relations between the City and the University.</p>		

\* Meeting dates and times are subject to change. To confirm, call Dan McGrady in Councilmember Jan Drago's office at 684-8801.

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TIME AND DATE STAMP

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THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY  
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

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COMMITTEE(S) REFERRED TO: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
PRESIDENT'S SIGNATURE

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City of Seattle  
Executive Services Department  
City Budget Office

Anne Fiske Zuniga, Budget Director  
Dwight Dively, Director, Executive Services  
Paul Schell, Mayor

March 16, 1998

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING  
DEPARTMENT:

Department of Construction and Land Use

SUBJECT

AN ORDINANCE authorizing the execution of the 1998 Agreement Between the City of Seattle and the University of Washington concerning formulation of, review of, and approval processes for, the campus master plan; annual reports; land acquisition and leasing; City-University-Community Advisory Committee; traffic and transportation; special events; and dispute resolution;

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Pascal St. Gerard at 684-8085.

Sincerely,

Paul Schell  
Mayor

by

ANNE FISKE-ZUNIGA  
Director

h:\legislav\lfr\gerard2

Enclosure



OK MK 3/23/98

RECEIVED  
MAY 16 1998

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93124  
City of Seattle, City Clerk

## STATE OF WASHINGTON - KING COUNTY

—SS.

No. ORD BY TITLE

### City of Seattle

#### TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on April 27, 1998, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 884-8344.

#### ORDINANCE NO. 118982

AN ORDINANCE authorizing the execution of the 1998 Agreement Between the City of Seattle and the University of Washington concerning the formulation of, review of, and approval processes for, the campus master plan; annual reports; land acquisition and leasing; City-University-Community Advisory Committee; traffic and transportation; special events; and dispute resolution.

#### ORDINANCE NO. 118985

AN ORDINANCE relating to matching financial support for neighborhood improvement activity, revising the 1998 annual budget by increasing appropriations for the Neighborhood Matching Subfund and various City departments; and making reimbursable appropriation and transfer from the Supplemental Appropriation Account of the Emergency Subfund; and amending Ordinance 114990 to increase the maximum size of "small and simple" projects to be supported by the Neighborhood Matching Subfund; all by a three-fourths vote of the City Council.

#### ORDINANCE NO. 118988

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIP-  
PIN, City Clerk.

Date of official publication in Daily  
Journal of Commerce, Seattle, May 13,  
1998. 6/15/981241

## Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

COTOT: 118982, 85, 88

was published on

05/13/98

The amount of the fee charged for the foregoing publication is the sum of \$ \_\_\_\_\_, which amount has been paid in full.

05/13/98

Subscribed and sworn to before me on

Notary Public for the State of Washington,  
residing in Seattle

Affidavit of Publication

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